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FEES: \$27.00 PK EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

CONVEYANCE OF ACCESS AND UTILITIES EASEMENTS

This Easement Conveyance is entered into by and between **Olive Acres LLC**, a Wyoming limited liability company ("Grantor"), of 4 Deer Haven Drive, Sheridan, Wyoming 82801, and **Kyle Frederick Eisele and Gail Ann Brown, Successor Trustees of the Eisele Family Mineral Trust dated January 19 1999, as amended** ("Grantee"), of P.O. Box 6122, Sheridan, Wyoming 82801.

WHEREAS, Grantee is the owner of certain lands in Sheridan County, Wyoming, described as follows:

A tract of land in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11 and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ & NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12, Township 55 North, Range 84 West of the 6th Principal Meridian, more particularly described as follows:

Commencing at the Northwest corner of said Section 12; thence S27°04'26"E for a distance of 1795.81 feet, to the Point of Beginning; thence S01°035'36"E for a distance of 2280.05 feet, to a point along the east right-of-way line of Interstate 90; thence along said east right-of-way N32°35'04"W for a distance of 1589.51 feet; thence on a curve to the right with a central angle of 10°32'33", a radius of 5529.58 feet, an arc length of 1017.46 feet and a chord bearing N27°02'24"W for a distance of 1016.02 feet; thence leaving said east right-of-way, N88°24'24"E for a distance of 1255.00 feet, to the Point of Beginning.

("Grantee's Land"); and

WHEREAS, Grantor is the owner of certain lands in Sheridan County, Wyoming, described as follows:

A survey of a tract of land in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11 and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 12, Township 55 North, Range 84 West of the 6th Principal Meridian, more particularly described as follows:

Commencing at the Northwest corner of said Section 12; thence S75°41'14"E for a distance of 1381.32 feet, to the POINT OF BEGINNING; thence S01°35'36"E for a distance of 1242.57 feet; thence S88°24'24"W for a distance of 1810.86 feet, to a point on the east right-of-way line of Interstate 90; thence along said east

right-of-way along a non-tangent curve to the right with a central angle of 14°03'52", a radius of 5529.58 feet, an arc length of 1357.36 feet and a chord bearing N14°44'11"W for a distance of 1353.95 feet; thence leaving said right-of-way, S89°32'09"E for a distance of 2120.09 feet, to the POINT OF BEGINNING.

EXCEPTING therefrom that parcel of land conveyed by Warranty Deed recorded June 12, 2013 in Book 541 of Deeds, Page 125, as Instrument No. 2013-705354 in the records of the Sheridan County Clerk and Recorder, Sheridan County, Wyoming.

("Grantor's Land"); and

WHEREAS, Grantor wishes to convey to Grantee an access and utilities easement across Grantor's Land in accordance with the terms of this instrument.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants contained herein, it is agreed by and among the parties as follows:

1. Grant of Easement

Grantor does hereby convey to Grantee, and Grantee's successors and assigns, two (2) permanent access and utilities easements (the "Easements") as follows:

A. Grantor does hereby grant and convey to Grantee, and Grantee's successors and assigns, a permanent access easement for agricultural and residential purposes, along with a utilities easement to and for the benefit of Grantee's Land. Such easement shall be sixty (60) feet in width, as shown on the attached legal description and plat prepared and certified by a professional land surveyor showing the location of the centerline of the easement, and attached hereto as **Exhibit "A"**; and

B. Grantor does hereby grant and convey to Grantee, and Grantee's successors and assigns, a permanent access easement for agricultural and residential purposes, along with a utilities easement to and for the benefit of Grantee's Land. Such easement shall be thirty (30) feet in width, as shown on the attached legal description and plat prepared and certified by a professional land surveyor showing the location of the centerline of the easement, and attached hereto as **Exhibit "B"**.

2. Terms of Use.

A. Grantee shall have the right to improve any roadway within the Easements at Grantee's expense.

B. Grantee shall contribute to the maintenance of the Easements as reasonably necessary to keep the Easements in passable condition for ordinary motor vehicles, in proportion to Grantee's usage of the road. If either party or its agents damages the roadway, the party that has caused or is responsible for causing the damage shall repair the damage.

C. The Easements may be used for personal, agricultural, residential, utility and general access use.

D. The Easements created by this instrument shall not preclude Grantor's use of Grantor's Land, except to the extent that Grantor shall not in any way at any time obstruct the Easements for the purposes allowed by this instrument. Grantor shall have the right to use the Easements constructed in the easement and to allow others to use the Easements, so long as the Grantee's access under the terms of this easement are not impeded.

E. To the extent irrigation or other agricultural operations from time to time make the Easements impassable or susceptible to damage from vehicle use, Grantor shall provide to Grantee an alternate access route across Grantor's Land to Grantee's Land, and Grantee shall abide by Grantor's reasonable requests to use the alternate route designated by Grantor in such conditions.

F. This is a private easement. At no time shall this easement be construed to create a public roadway.

G. Grantee shall have the right to use the Easements conveyed by this instrument for installation of underground electric, telephone, data, gas, and other utility lines, but not above ground lines.

H. In the event the Easements created by this document are determined to be invalid or unusable to access the Grantee's Land, nothing herein shall preclude Grantee from obtaining an easement by other legal means.

3. Appurtenant to Benefitted Land.

The Easements covered by this instrument shall be appurtenant to and shall run with Grantee's Land and shall be for the benefit and use of the Grantee and the heirs, successors and assigns of Grantee who then own Grantee's Land, as well as their lessees, employees, agents, invitees and guests.

DATED this ____ of _____, 2024.

Olive Acres, LLC,
a Wyoming limited liability company

By:

June Warren
June Warren, Member

STATE OF WYOMING)
 :SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 29th day of May, 2024, by **June Warren, Member of Olive Acres, LLC, a Wyoming limited liability company.**

WITNESS my hand and official seal.

Valerie Rice
Notary Public

My commission expires: 2/24/2029

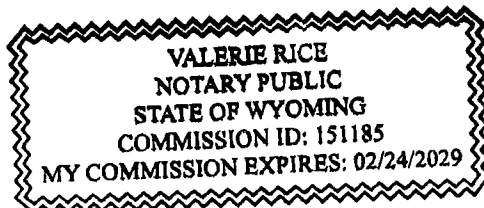
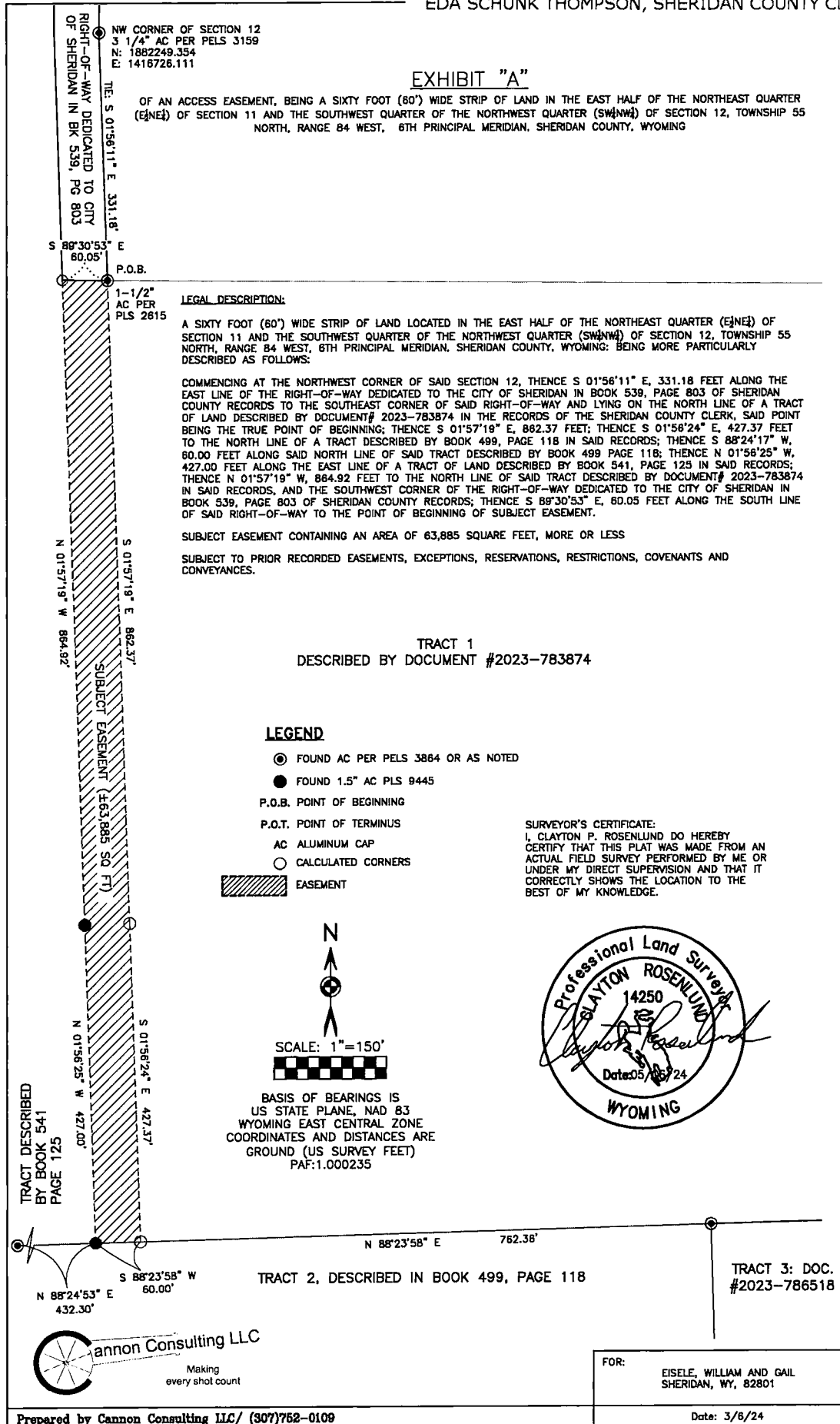


EXHIBIT "A"

OF AN ACCESS EASEMENT, BEING A SIXTY FOOT (60') WIDE STRIP OF LAND IN THE EAST HALF OF THE NORTHEAST QUARTER (E1/4) OF SECTION 11 AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4) OF SECTION 12, TOWNSHIP 55 NORTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING



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GAIL ANN BROWN P O BOX 6122
SHERIDAN WY 82801

